

On May 15, 1933, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$1.

M. L. WILSON, *Acting Secretary of Agriculture.*

21119. Misbranding of cottonseed meal, cottonseed cake, and cottonseed screenings. U. S. v. Southland Cotton Oil Co. Plea of guilty. Fine, \$325. (F. & D. no. 29379. I. S. nos. 23819, 23823, 23825, 45583, 45584, 45586.)

This case was based on various interstate shipments of cottonseed meal, cake, and screenings. Examination of the articles showed that certain sacks in all lots were short weight, and that the product in two of the shipments contained less than 43 percent of protein, the declared protein content.

On February 9, 1933, the United States attorney for the Northern District of Texas, acting upon a report by the Secretary of Agriculture, filed in the district court an information against the Southland Cotton Oil Co., a corporation, Waxahachie, Tex., alleging shipment by said company, in violation of the Food and Drugs Act as amended, on or about October 7, October 21, October 28, October 30, November 4, and November 5, 1931, from the State of Texas into the State of Kansas, of quantities of cottonseed meal, cake, and screenings that were misbranded. Portions of the articles were labeled in part: "100 Lbs. Net Southland's Cottonseed Cake and Meal Prime Quality Guaranteed Analysis Crude Protein, not less than 43% * * * Made * * * By Southland Cotton Oil Co. * * * Paris, Texas." One lot was labeled: "Interstate Brand 43% Protein Cotton Seed Cake & Meal Prime Quality * * * 100 Pounds Net * * * Made For Interstate Feed Company Fort Worth, Texas."

It was alleged in the information that the articles were misbranded in that the statements, "100 Lbs. Net" or "100 Pounds Net", borne on the labels, were false and misleading, and for the further reason that the articles were labeled so as to deceive and mislead the purchaser, since the statements represented that each of the sacks contained 100 pounds; whereas each of a number of sacks in all of the shipments contained less than 100 pounds. Misbranding was alleged for the further reason that the article was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package, since the statement made was incorrect. Misbranding was alleged with respect to two lots of the "Southland's Cottonseed Cake and Meal" for the further reason that the statement, "Guaranteed Analysis Crude Protein 43%," was false and misleading, and for the further reason that the article was labeled so as to deceive and mislead the purchaser, since the product in the said two lots contained less than 43 percent of protein. On May 20, 1933, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$325.

M. L. WILSON, *Acting Secretary of Agriculture.*

21120. Adulteration of apples. U. S. v. 76 Bushels of Apples. Consent decree of condemnation and forfeiture. Product released under bond for removal of deleterious ingredients. (F. & D. no. 29146. Sample no. 24891-A.)

This case involved a shipment of apples found to bear arsenic and lead in amounts which might have rendered them injurious to health.

On or about October 7, 1932, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 76 bushels of apples at Chicago, Ill., alleging that the article had been shipped in interstate commerce, on September 30, 1932, by Tony Lombardo, from Benton Harbor, Mich., and charging adulteration in violation of the Food and Drugs Act.

It was alleged in the libel that the article was adulterated in that it contained added poisonous and deleterious ingredients, arsenic and lead, in amounts which might have rendered it injurious to health.

On November 4, 1932, Tony Lombardo, Chicago, Ill., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the claimant upon payment of costs and the execution of a bond in the sum of \$500, conditioned that the deleterious ingredients be removed by washing, under the supervision of this Department.

M. L. WILSON, *Acting Secretary of Agriculture.*